NOTARIAL SEAL Geo S. Johnston Notary Public.

John D. Vallison & wife)
to
Mtg.
Jennie L. Canning

File:d for record the 30th day of March A.D.1922 at 10.20 o'clock A.M.

Nettie E.Winship, Recorder

Fee \$.80 # 785

KNOW ALL MEN BY THESE PRESENTS: That John D. Callison and Ada M. Callison of the County of Madison and State of Iowa in consideration of the sum of Three thousand (\$3900.00) DOLLARS in hand paid, do hereby SELL AND CONVEY unto Jennie L. Canning of the County of Polk and State of Iowa the following described premises, situated in the County of Madison and State of Iowa to-wit:

The undivided one half  $(\frac{1}{2})$  interest in and to the following described premises:

The north east quarter  $(\frac{1}{4})$  and the west half  $(\frac{1}{2})$  of the south east quarter  $(\frac{1}{4})$  and the East three fourths  $(\frac{2}{4})$  of the South half  $(\frac{1}{2})$  of the south west quarter  $(\frac{1}{4})$  all in section thirty three (33) Township Seventy four (74) Range twenty nine (29) West 5 P.M. Iowa.

The intention being to convey hereby an absolute title, in fee simple, including all the rights of homestead, to have and to hold the premises above described, with all the appurtenances thereto, belonging, unto the said Jennie L. Canning and to her heirs and assigns, forever.

PROVIDED ALWAYS and these presents are upon the express condition, that if the said John D. Callison and Ada M. Callison heirs, executors or administrators shall pay or cause to be paid to the said Jennie L. Canning heirs executors, administrators or assigns the sum of Three thousand (\$3000.00) Dollars, on the 24th day of March 1927 with interest thereon at the rate of 6 per cent per annum, payable annually and until the

with interest thereon at the rate of 6 per cent per annum, payable annually and until the same is fully paid, according to the tenor and effect of the one promissory note of said JohnnD and Ada M. Callison bearing even date with these presents then these presents to be void, otherwise to be and remain in full force and effect.

And in case of the non-payment by the said parties of the first part, or their heirs, executors or administrators, of the said interest or principal or any part there of, at the time the same becomes due or a failure on their part to pay the taxes or any year before the same becomes delinquent, or in case the said party of the first part shall commit or suffer to be committed, any waste upon the said premises, or shall allow the same to diminish in value through any act or omission upon their part, then in case of the occurence of either of said events, the whole principal sum and interest shall become due and payable.

And it is also further agreed by the mortgagor that if it becomes necessary to foreclose this mortgage, a reasonable amount shall be allowed as attorney's fee, and be taxed as a part of the cost of foreglosing.

And it is further agreed that in case said property shall become insufficient to secure the said indebtedness and proceedings to foreclose this mortgage are commenced, that a receiver be appointed to take charge of said premises and collect the rents, issues and profits from the time of commencement of said proceedings, to be applied in payment of the sum above mentioned.

The said party of the first part also agrees to pay all taxes or assessments that shall be taxed or assessed on said premises from the date hereof, until the sum shall be fully paid as aforesaid.

And the said Ada M. Callison hereby relinquishes all nher right of dower in and to the above described premises.

Signed this 24th day of March A.D.1922.

John D. Callison Ada M. Callison

## Madison County, Iowa

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STATE OF IOWA MADISON County SS: On this 24th day of March A.D.1922, before me W.W.Walker a Notary Public in and for said County, personally came John D.Callison and Ada M.Callison to me personally known to be the identical persons whose names are affixed to the above instrument as grantors and severally acknowledged the execution of the same to be their voluntary act and deed, for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, at Macksburg on the day and date last above written.

W.W.Walker Notary Public.